



COMBE FILL CORPORATION

P.O. Box 418, Chester, N.J. 07930 201/879-7902

238341



May 19, 1980

Mr. Thomas J. Pagnotti
General Credit Manager
Furnival Machinery Company
2240 Bethlehem Pike
Hatfield, Pennsylvania 19440

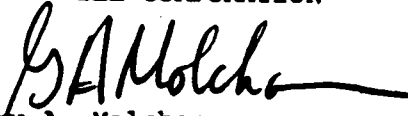
Dear Mr. Pagnotti:

In reference to your letter of May 1, 1980, please find attached verification of insurance for the Fiat-Allis Model 21-C Dozer.

If you have any further questions regarding the aforementioned, please do not hesitate to contact me.

Very truly yours,

COMBE FILL CORPORATION


Gary A. Molchan
Vice President and
General Manager

GAM/ejj

Enclosure

cc: Charles J. McDonald

SAYRE & TOSO, Inc.



VERIFICATION OF INSURANCE

TO: Rodan Equipment Co., Inc.
P.O. Box 528
Flushing, New York 11352

We, the undersigned, hereby verify that the following described insurance is in force at this date, of which

_____ % is insured with Underwriters at Lloyd's, London

_____ % is insured with Certain Insurance Companies, London, England

100 % is insured with Mission Insurance Company

Name of Assured: Combustion Equipment Associates, Inc.
Combe Fill Corp., etal

Address of Assured: 555 Madison Avenue, New York, N.Y. 10022

* Location of Risk: Combe Fill Corp., Porter Road, Chester, New York

Kind of Insurance: All risk subject to policy exclusions

Policy or Certificate No: MS 007747

Period: 3 years From: 11/1/77 To: 11/1/80

Limits of Liability: 2,000,000 per location

* as respects: Deductible: \$5,000 per occurrence
one new Fiat-Allis Model 21-C
Crawler Dozer Serial # 71A2 1928
Value: \$9,000

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional assured, nor does it modify in any manner the contract of insurance between the Assured and the Underwriters. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

For particulars concerning the limitations, conditions and terms of the coverage you are referred to the original Policy or Policies in the possession of the Assured.

The undersigned will have no responsibility to give notice of cancellation of this insurance except to the extent specifically provided herein, nor are we Insurers, however Insurance has been placed by Sayre & Toso, Inc.

SAYRE & TOSO, INC.

at NEW YORK, NEW YORK, APRIL 24TH, 19 80

By *J. B. [Signature]*



FURNIVAL MACHINERY COMPANY
2240 BETHLEHEM PIKE, HATFIELD, PENNSYLVANIA 19440 (215)822-0145 TWX. (510)661-4797

Cfe i.c

May 1, 1980

*see incorrect
verification of
info*

Combe Fill Corp..
Parker Ave.
Chester, N.J. 07930

Komatsu D155A s/n 17179

Gentlemen,

Attached is a copy of our original request for a Certificate of Insurance.

To date, no evidence of insurance has been received from your firm.

It is mandatory that we receive a Certificate of Insurance. Please comply immediately.

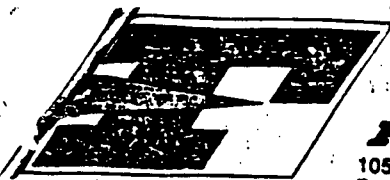
Sincerely,

FURNIVAL MACHINERY COMPANY

Thomas J. Pagnotti

Thomas J. Pagnotti
General Credit Manager

TJP/ph



FURNIVAL MACHINERY COMPANY

105 KERO ROAD, CARLSTADT, NEW JERSEY 07072
Branches: Commerce Street, Poughkeepsie, N.Y. 12603
N.Y. City & Long Island

(201) 933-8282
(914) 452-8820
(212) 244-0738

February 27, 1980

Combe Fill Corp.
Parker Ave.
Chester, N.J.

Re: Komatsu Model D155
S/N 17179

Gentlemen:

Under the terms of your contract covering the equipment involved in the above subject, you are required to obtain comprehensive general liability insurance and personal property insurance on said equipment and forward to us by return mail either a CERTIFICATE OF INSURANCE or a copy of the complete policy which conforms to the following requirements:

- (a) Coverage not less than \$ 210,000.00
- (b) Loss payable endorsement in our favor as our interest may appear:
- (c) Bodily Injury and Property Damage liability limits of: Bodily Injury: -\$500,000 each person, \$1,000,000.00 each accident; Property Damage: \$500,000 each accident.
- (d) 10-day notice to us in event of cancellation
- (e) Include Furnival Machinery Company as additional-insured

A loss incurred by damage to the equipment does not release you from the obligation to pay the amount due under your contract. Therefore, it is to your interest to obtain the required insurance.

We thank you for your prompt attention to this matter.

Very truly yours,

FURNIVAL MACHINERY COMPANY

Thomas J. Pagnotti
General Credit Manager

TJP/kb

ACKNOWLEDGED BY

DATE 3-10-80

For attachment to Policy No. 734715, to complete said policy.

SCHEDULE

| Coverage | Limits of Liability | | |
|---|---------------------|----------------------------|---------------------------------|
| P—Personal Injury Liability | 500 | thousand dollars aggregate | 0 % Insured's Participation |
| The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges. | | | |
| Groups of Offenses | | | Advance Premiums |
| A. False Arrest, Detention or Imprisonment, or Malicious Prosecution | | | \$ INCL., |
| B. Libel, Slander, Defamation or Violation of Right of Privacy | | | \$ INCL., |
| C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy | | | \$ INCL., |
| Form numbers of endorsements attached at issue | | | \$ |
| EXCLUSION "C" DELETED | | | Total Advance Premium \$ INCL., |
| | | | Minimum Premium \$ INCL., |

I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- to liability assumed by the insured under any contract or agreement;
- to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

- to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.